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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

VEEVA SYSTEMS INC.,

Plaintiff,

v.

MICROSOFT CORPORATION,

Defendant.

Case No. 5:25-CV-01110-NW

**DEFENDANT MICROSOFT
CORPORATION'S ANSWER**

Defendant Microsoft Corporation, by and through its undersigned attorneys, submits this Answer in response to the Complaint filed by Plaintiff Veeva Systems Inc.

NATURE OF THE ACTION

1. The allegations set forth in paragraph 1 state legal conclusions to which no response is required. To the extent a response is required, Microsoft admits that the Complaint purports to state an action for trademark infringement and unfair competition under federal, state, and common law and that Microsoft has used the VIVA mark. Microsoft lacks sufficient knowledge or information to form a belief as to the truth or falsity of the remaining allegations in paragraph 1, and therefore denies them.

THE PARTIES

2. Microsoft lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 2, and therefore denies them.

3. Admitted.

JURISDICTION AND VENUE

4. The allegations set forth in paragraph 4 state legal conclusions to which no response is required. To the extent a response is required, Microsoft admits that this Court has subject matter jurisdiction over Veeva's claims of trademark infringement and supplemental jurisdiction over Veeva's related state law claims.

5. The allegations set forth in paragraph 5 state legal conclusions to which no response is required. To the extent a response is required, Microsoft does not contest personal jurisdiction in the Northern District of California for purposes of this action. Microsoft admits that CSC Lawyers Incorporating Service is Microsoft's registered agent for service of process in California at 2710 Gateway Oaks Drive, Sacramento, California 95833. Microsoft denies any remaining allegations in this paragraph.

6. The allegations set forth in paragraph 6 state legal conclusions to which no response is required. To the extent a response is required, Microsoft does not contest personal jurisdiction or venue in the Northern District of California for purposes of this action. Microsoft admits that it has offices at 1065 La Avenida Street, Mountain View, California 94043 and 555 California Street, Suite 200, San Francisco, California 94104. Microsoft denies that it has committed acts of infringement within or towards California, this District, or elsewhere. Microsoft denies any remaining allegations in this paragraph.

DIVISIONAL ASSIGNMENT

7. The allegations set forth in paragraph 7 state legal conclusions to which no response is required. To the extent a response is required, Microsoft admits that this is an action purporting to involve intellectual property rights.

VEEVA AND ITS HISTORY

8. Microsoft lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 8, and therefore denies them.

9. Microsoft lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 9, and therefore denies them.

10. Microsoft lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 10, and therefore denies them.

11. Microsoft lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 11, and therefore denies them.

12. Microsoft lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 12, and therefore denies them.

13. Microsoft lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 13, and therefore denies them.

14. Microsoft lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 14, and therefore denies them.

15. Microsoft lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 15, and therefore denies them.

16. Microsoft lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 16, and therefore denies them.

17. Microsoft lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 17, and therefore denies them.

VEEVA'S TRADEMARKS

18. Microsoft lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 18, and therefore denies them.

19. Microsoft lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in paragraph 19, and therefore denies them.

20. Microsoft lacks sufficient knowledge or information to form a belief as to the truth

1 or falsity of the allegations in paragraph 20, and therefore denies them.

2 21. The allegations set forth in paragraph 21 state legal conclusions to which no
3 response is required. To the extent a response is required, Microsoft lacks sufficient knowledge
4 or information to form a belief as to the truth or falsity of the allegations in paragraph 21, and
5 therefore denies them.

6 22. The allegations set forth in paragraph 22 state legal conclusions to which no
7 response is required. To the extent a response is required, Microsoft lacks sufficient knowledge
8 or information to form a belief as to the truth or falsity of the allegations in paragraph 22, and
9 therefore denies them.

10 23. Microsoft lacks sufficient knowledge or information to form a belief as to the truth
11 or falsity of the allegations in paragraph 23, and therefore denies them.

12 24. The allegations set forth in paragraph 24 state legal conclusions to which no
13 response is required. To the extent a response is required, Microsoft lacks sufficient knowledge
14 or information to form a belief as to the truth or falsity of the allegations in paragraph 24, and
15 therefore denies them.

16 **MICROSOFT'S INFRINGEMENT OF THE VEEVA MARKS**¹

17 25. Microsoft denies that its business is like Veeva's business. Microsoft admits that
18 its business includes business software, cloud computing, and enterprise solutions across a range
19 of industries. Microsoft also admits that it offers business and workplace collaboration software,
20 platforms, applications, and tools, including products and services for communication, customer
21 relationship management, data management, and enterprise resource planning.

22 26. Microsoft admits that it is offering, selling, and promoting a suite of employee
23 experience software applications under the name VIVA and its constituent modules under certain
24 VIVA-formative names. Microsoft further admits that its VIVA tools and applications are
25 designed to support intra-company communication, feedback, analytics, and learning for

26 _____
27 ¹ For ease of reference, the headings and sub-headings are reproduced as they were used
28 in the Complaint. The reproduction of these headings should not be taken as an admission by
Microsoft, and to the extent they are intended to convey allegations rather than simply argument,
they are denied.

1 Microsoft's enterprise customers. Microsoft denies all other allegations in paragraph 26.

2 27. Microsoft admits that Microsoft and Veeva are established companies in the
3 business software industry. Microsoft lacks sufficient knowledge or information to form a belief
4 as to whether any one of its more than 200,000 employees knew about Veeva and its VEEVA
5 marks before Microsoft adopted its VIVA mark. However, Microsoft denies that employees
6 involved in the selection of the VIVA mark were aware of Veeva or its marks at that time.

7 Microsoft denies the remaining allegations in paragraph 27.

8 28. Microsoft lacks sufficient knowledge or information to form a belief as to the truth
9 or falsity of the allegations in paragraph 28, and therefore denies them.

10 29. Microsoft lacks sufficient knowledge or information to form a belief as to the truth
11 or falsity of the allegations in paragraph 29, and therefore denies them.

12 30. Microsoft denies that Microsoft's uses of VIVA and VIVA-formative marks are
13 unlawful or likely to cause consumer confusion. Microsoft further denies that it uses the VEEVA
14 marks during its earnings calls, podcast interviews, or otherwise. Microsoft lacks sufficient
15 knowledge or information to form a belief regarding any news report about the launch of
16 "Microsoft Veeva Sales." Microsoft admits that a blog post by a company called Orchestra
17 reported on the capabilities of Microsoft Viva Engage at the URL listed in paragraph 30.
18 However, Microsoft denies that this blog post contains a section titled "Not to Be Confused with
19 Veeva Engage" as of the last visit on May 5, 2025. Microsoft denies any remaining allegations in
20 paragraph 30.

21 31. Microsoft lacks sufficient knowledge or information to form a belief as to the truth
22 or falsity of the allegations in paragraph 31, and therefore denies them.

23 **INJURY TO THE PUBLIC AND TO VEEVA**

24 32. Denied.

25 33. Denied.

26 34. Denied.

27 **COUNT ONE**
28 **Trademark Infringement under**
Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1)

1 35. Microsoft incorporates by reference its responses set forth in the preceding
2 paragraphs.

3 36. Denied.

4 **COUNT TWO**
5 **Trademark Infringement, False Designation**
6 **of Origin, Passing Off, and Unfair Competition**
7 **Under Section 43(a)(1)(A) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A)**

8 37. Microsoft incorporates by reference its responses set forth in the preceding
9 paragraphs.

10 38. Denied.

11 **COUNT THREE**
12 **Common Law Trademark Infringement and Unfair Competition**

13 39. Microsoft incorporates by reference its responses set forth in the preceding
14 paragraphs.

15 40. Denied.

16 **COUNT FOUR**
17 **Violation of California's Unfair Competition Law,**
18 **Section 17200 et seq. of the Cal. Bus. & Prof. Code**

19 41. Microsoft incorporates by reference its responses set forth in the preceding
20 paragraphs.

21 42. Denied.

22 **PRAYER FOR RELIEF**

23 Microsoft denies that Plaintiff is entitled to any relief, including the relief specified in
24 Plaintiff's Prayer for Relief.

25 **RESPONSE TO JURY DEMAND**

26 Microsoft admits that the Complaint sets forth a demand for a trial by jury. Microsoft also
27 demands a trial by jury on all issues so triable.

28 **DEFENSES**

Microsoft asserts the following defenses to Plaintiff's Complaint. Microsoft reserves all
defenses under Federal Rule of Civil Procedure 8(c), and any other defense available at law or in
equity that may now exist or may become available, including defenses that become apparent

1 during Microsoft's ongoing investigation and discovery in this matter. By raising the following
 2 defenses, Microsoft does not assume the burden of proof of any issue that, as a matter of law, is
 3 Plaintiff's burden to prove. Microsoft further does not admit any allegation of the Complaint not
 4 otherwise admitted and expressly incorporates the admissions and denials in each and every
 5 paragraph above.

6
FIRST DEFENSE
FAILURE TO STATE A CLAIM

7 1. One or more claims asserted by Plaintiff fail to state a claim upon which relief may
 8 be granted.

9
SECOND DEFENSE
NONINFRINGEMENT

10 2. Microsoft's use of VIVA and VIVA-formative marks is not likely to cause
 11 mistake, confusion, or deception.

12
THIRD DEFENSE
LACHES

13 3. On information and belief, Plaintiff unreasonably delayed in filing this suit based
 14 on when Plaintiff knew or should have known of Microsoft's use of VIVA and VIVA-formative
 15 marks and, as a result of such delay, Microsoft suffered prejudice, including but not limited to
 16 through continuing investment and expenditures in the operation of its business related to
 17 Microsoft Viva.

18
PRAYER FOR RELIEF

19 WHEREFORE, Microsoft respectfully requests that the Court rule or otherwise enter a
 20 judgment:

- 21 A. Dismissing the claims against Microsoft in the Complaint with prejudice;
 22 B. Enter an order declaring this to be an exceptional case and awarding Microsoft its
 23 attorneys' fees and costs in this action pursuant to 15 U.S.C. § 1117 and other applicable laws;
 24 and
 25 C. Granting such other and further relief as this Court deems just and proper.
 26
 27
 28

1 Dated: May 5, 2025

PERKINS COIE LLP

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3 By: /s/ Sunita Bali

4 Sunita Bali, Bar No. 274108
5 William C. Rava (*pro hac vice*)
6 Jacob P. Dini (*pro hac vice*)

7 *Attorneys for Defendant Microsoft*
8 *Corporation*
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